

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

HBK Master Fund LP
Name of Transferee

Morgan Stanley & Co. International plc
Name of Transferor

Name and Address where notices to transferee
should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 44912
Amount of Claim as Filed with respect
to ISIN XS0304910929 :
US\$473,284.24

Amount of Claim as Filed with respect
to ISIN XS0304910929 to be
Transferred : US\$473,284.24 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0304910929 :
US\$349,457.50

Allowed Amount of Claim with respect
to ISIN XS0304910929 to be
Transferred : US\$349,457.50 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 19 October 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

The Bank of New York Mellon
ABA 021000018
HBK Master Fund L.P.
Acct 8900503904

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
BIC CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the
best of my knowledge and belief.

HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

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Name of Transferor

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should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 44912
Amount of Claim as Filed with respect
to ISIN XS0304911570 :
US\$477,579.58

Amount of Claim as Filed with respect
to ISIN XS0304911570 to be
Transferred : US\$477,579.58 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0304911570 :
US\$359,641.14

Allowed Amount of Claim with respect
to ISIN XS0304911570 to be
Transferred : US\$359,641.14 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 19 October 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197
HBK Master Fund L.P.
736020

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the
best of my knowledge and belief.

HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

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Morgan Stanley & Co. International plc
Name of Transferor

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should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 44912
Amount of Claim as Filed with respect
to ISIN XS0304910416 :
US\$475,657.98

Amount of Claim as Filed with respect
to ISIN XS0304910416 to be
Transferred : US\$475,657.98 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0304910416 :
US\$415,836.59

Allowed Amount of Claim with respect
to ISIN XS0304910416 to be
Transferred : US\$415,836.59 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 19 October 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197
HBK Master Fund L.P.
736020

Last Four Digits of Acct #: n/a

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best of my knowledge and belief.

HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

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Name of Transferee

Morgan Stanley & Co. International plc
Name of Transferor

Name and Address where notices to transferee
should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 44912
Amount of Claim as Filed with respect
to ISIN XS0304909327 :
US\$473,284.24

Amount of Claim as Filed with respect
to ISIN XS0304909327 to be
Transferred : US\$473,284.24 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0304909327 :
US\$327,057.72

Allowed Amount of Claim with respect
to ISIN XS0304909327 to be
Transferred : US\$327,057.72 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 19 October 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197
HBK Master Fund L.P.
736020

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the
best of my knowledge and belief.

HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

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HBK Master Fund LP
Name of Transferee

Morgan Stanley & Co. International plc
Name of Transferor

Name and Address where notices to transferee
should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 44912
Amount of Claim as Filed with respect
to ISIN XS0304909830 :
US\$473,284.24

Amount of Claim as Filed with respect
to ISIN XS0304909830 to be
Transferred : US\$473,284.24 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0304909830 :
US\$326,494.74

Allowed Amount of Claim with respect
to ISIN XS0304909830 to be
Transferred : US\$326,494.74 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 19 October 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197
HBK Master Fund L.P.
736020

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the
best of my knowledge and belief.

HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

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HBK Master Fund LP
Name of Transferee

Morgan Stanley & Co. International plc
Name of Transferor

Name and Address where notices to transferee
should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 62783
Amount of Claim as Filed with respect
to ISIN XS0352601024 :
US\$949,352.00

Amount of Claim as Filed with respect
to ISIN XS0352601024 to be
Transferred : US\$949,352.00 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0352601024 :
US\$871,710.77

Allowed Amount of Claim with respect
to ISIN XS0352601024 to be
Transferred : US\$871,710.77 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 2 November 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197
HBK Master Fund L.P.
736020

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the
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HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

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Name of Transferee

Morgan Stanley & Co. International plc
Name of Transferor

Name and Address where notices to transferee
should be sent:

HBK Master Fund LP
2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201

With a copy to:

n/a

Court Claim # (if known): 44912
Amount of Claim as Filed with respect
to ISIN XS0304836264 :
US\$473,284.24

Amount of Claim as Filed with respect
to ISIN XS0304836264 to be
Transferred : US\$473,284.24 (or
100.00% of the Amount of Claim as
Filed)

Allowed Amount of Claim with respect
to ISIN XS0304836264 :
US\$349,416.09

Allowed Amount of Claim with respect
to ISIN XS0304836264 to be
Transferred : US\$349,416.09 (or
100.00% of the Allowed Amount of
Claim)

Date Claim Filed: 19 October 2009

Phone:
E-mail:

Phone:
Last Four Digits of Acct. #:

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should
be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.

EUR PAYMENT INSTRUCTIONS:

Citibank NA, London
CITIGB2L
Credit Suisse Securities (USA) LLC
GB56CITI18500808545197
HBK Master Fund L.P.
736020

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the
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HBK MASTER FUND LP

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: February 22, 2013

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AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **MORGAN STANLEY & CO. INTERNATIONAL PLC** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **HBK MASTER FUND LP** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage and nominal amount specified in Schedule 1 attached hereto (the "**Purchased Claims**"), in Seller's right, title and interest in and to Proofs of Claim set forth on Schedule 1 attached hereto (the "**Proofs of Claim**") filed by or on behalf of the Original Claimants specified thereon against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights, title and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claims and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has not received, nor it is aware of, any objection to the transfer of the Transferred Claims from any prior seller to Seller; and (h) the transfer agreements between Seller and any prior seller are substantially similar to this Agreement and contains representations, warranties, covenants, agreements and indemnities from prior sellers to Seller that are not materially less favorable than those contained herein.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller

transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement whether from the Debtor or from any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 9th day of February 2013.

MORGAN STANLEY & CO. INTERNATIONAL
PLC

By: 

Name:

Title:

BRIAN CRIPPS

Authorized Signatory

25, Cabot Square
Canary Wharf
London E14 4QA
E-mail: Indistressed@morganstanley.com

HBK MASTER FUND L.P.

By: HBK Services LLC
Investment Advisor

By: 

Name: J. BAYLOR GENTRY, JR.

Title: Authorized Signatory

2101 Cedar Springs Rd
Suite 700
Dallas, Texas, USA 75201
E-mail: primebrokerage@hbk.com

Schedule I

Transferred Claims

Purchased Claims

100% = US\$871,710.77 of US\$871,710.77 (the allowed amount of ISIN XS0352601024 as described in Proof of Claim 62783 as of January 24, 2013).
 100% = US\$359,641.14 of US\$359,641.14 (the allowed amount of ISIN XS0304911570 as described in Proof of Claim 44912 as of January 24, 2013).
 100% = US\$349,457.50 of US\$349,457.50 (the allowed amount of ISIN XS0304910929 as described in Proof of Claim 44912 as of January 24, 2013).
 100% = US\$415,836.59 of US\$415,836.59 (the allowed amount of ISIN XS0304910416 as described in Proof of Claim 44912 as of January 24, 2013).
 100% = US\$326,494.74 of US\$326,494.74 (the allowed amount of ISIN XS0304909830 as described in Proof of Claim 44912 as of January 24, 2013).
 100% = US\$327,057.72 of US\$327,057.72 (the allowed amount of ISIN XS0304909327 as described in Proof of Claim 44912 as of January 24, 2013).
 100% = US\$349,416.09 of US\$349,416.09 (the allowed amount of ISIN XS0304836264 as described in Proof of Claim 44912 as of January 24, 2013).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount & Accrued Interest	Coupon	Maturity	Proof of Claim	Original Claimant
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0352601024	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 100,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0352601024	62783	Lehman Brothers International (Europe) on behalf of its clients and client affiliates

Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0304911570	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 50,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS030491157	44912	Mitsubishi UFJ Morgan Stanley Securities Co., Ltd
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0304910929	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 50,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS030491092	44912	Mitsubishi UFJ Morgan Stanley Securities Co., Ltd
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0304910416	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 50,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS030491041	44912	Mitsubishi UFJ Morgan Stanley Securities Co., Ltd
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0304909830	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 50,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS030490983	44912	Mitsubishi UFJ Morgan Stanley Securities Co., Ltd
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0304909327	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 50,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS030490932	44912	Mitsubishi UFJ Morgan Stanley Securities Co., Ltd
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0304836264	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	JPY 50,000,000 principal	Lehman Brothers Treasury CO. BV Program Securities Bonds	XS030483626	44912	Mitsubishi UFJ Morgan Stanley Securities Co., Ltd

Schedule 1-2

76291.000006 EMF_US 44092440v1